

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JOSEPH GUGLIELMO, *and on behalf himself and  
of all other persons similarly situated,*

Civil Action No.:  
1:19-cv-11844

Plaintiff,

-against-

CONCEPT2, INC.,

**STIPULATION OF  
DISMISSAL WITH  
PREJUDICE**

Defendant.  
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**IT IS HEREBY STIPULATED AND AGREED**, by and between the parties in the above-captioned action, through the undersigned counsel, that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, in accordance with Rule 41 of the Federal Rules of Civil Procedure, the action be dismissed with prejudice, with each party to bear its own fees and costs.

**IT IS FURTHER STIPULATED AND AGREED**, Defendant is committed to improving the accessibility of its Website: [shop.concept2.com](http://shop.concept2.com). Defendant shall improve the accessibility of the Website by April 30, 2021 in accordance with Web Content Accessibility Guidelines (“WCAG”) WCAG 2.0 Levels A and AA.

**IT IS FURTHER STIPULATED AND AGREED**, that, notwithstanding anything contained herein, the Website shall be permitted to link to websites owned or operated by others containing Third-Party Content (as defined below) that may not be accessible to individuals with disabilities. The term “Third-Party Content” refers to web content that is not developed, owned, or operated by Defendant. The Parties agree Defendant is not responsible for the accessibility of such Third-Party Content.

**IT IS FURTHER STIPULATED AND AGREED,** that notwithstanding anything contained herein, if the ADA is amended, if the Supreme Court or any U.S. Circuit Court of Appeals recognizes a standard for website accessibility, or if the DOJ promulgates a final ADA Title III regulation setting out a website accessibility standard during the term of this Agreement, Defendant will commence reasonable and necessary efforts to ensure legal compliance with such standards within the time frames set forth in the law, guidelines, or regulations.

**IT IS FURTHER STIPULATED AND AGREED** that this Stipulation may be executed in counterparts and facsimile signatures shall be deemed originals for the purpose of filing.

Dated: Woodbury, New York

Dated: New York, New York

May 12, 2020

April 22, 2020

KAUFMAN DOLOWICH & VOLUCK, LLP  
*Attorneys for Defendant*



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**SO ORDERED:**

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